REMARKS

In the outstanding Office Action ("the Office Action), mailed January 25, 2006, the

Examiner objected to the abstract of the disclosure and the title of the invention. In

addition, the Examiner rejected claims 1 and 4-10 under 35 U.S.C. § 103(a) as being

unpatentable over U.S. Patent No. 6,896,618 to *Benoy et al.* (hereinafter "*Benoy*") and

rejected claims 2-3 under 35 U.S.C. § 103(a) as being unpatentable over *Benoy* in view

of U.S. Patent No. 6,116,402 to *Beach et al.* (hereinafter "*Beach*")[1].

By this amendment, Applicants have canceled claims 1-10 and added claims 11-

17 to more appropriately define their invention. No new matter has been added.

Claims 11-17 remain pending.

In light of the foregoing amendments and based on the arguments contained

below, Applicants respectfully request reconsideration and withdrawal of the objections.

Additionally, Applicants respectfully traverse the rejections of the claims under 35

U.S.C. § 103(a) and request allowance of claims 11-17.

I.   Priority Under 35 U.S.C. § 119

Applicants thank the Examiner for the acknowledgment of foreign priority under

35 U.S.C. § 119. Applicants respectfully request the Examiner to additionally

acknowledge receipt of the certified copies of the priority documents at item 12(a) on

the Office Action Summary.

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[1] The Office Action contains a number of statements reflecting characterizations of the related art and the claims. Regardless of whether any such statement is identified herein, Applicants decline to automatically subscribe to any statement or characterization in the Office Action.

II.   Specification

By the foregoing amendment, Applicants have amended the abstract to eliminate legal phraseology and improve form. Applicants have also amended the title to be more descriptive. No new matter has been added. In light of the foregoing amendments, Applicant respectfully requests reconsideration and withdrawal of the objections to the specification.

III.   Claim Rejections under 35 U.S.C. § 103(a)

The rejections under 35 U.S.C. §103(a) over *Benoy* and over *Benoy* and *Beach* have been rendered moot by the cancellation of claims 1-10.

Applicants respectfully submit that new claims 11-17 are allowable because neither *Benoy*, nor *Beach*, nor the combination thereof, establish a *prima facie* case of obviousness as required under 35 U.S.C. § 103(a).

> "To establish a *prima facie* case of obviousness under 35 U.S.C. § 103(a), each of three requirements must be met. First, the references, taken alone or in combination, must teach or suggest each and every element recited in the claims. See M.P.E.P. § 2143.03 (8th ed. 2001). Second, there must be some suggestion or motivation, either in the references themselves or in the knowledge generally available to one of ordinary skill in the art, to combine the references in a manner resulting in the claimed invention. Third, a reasonable expectation of success must exist. Moreover, each of these requirements must "be found in the prior art, and not be based on applicant's disclosure." M.P.E.P. § 2143 (8th ed. 2001).

A *prima facie* case of obviousness has not been established because, among other things, the cited references, taken alone or in combination, do not teach or suggests each and every feature of Applicants' claims nor is there some suggestion or motivation, either in the references themselves or in the knowledge generally available

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to one of ordinary skill in the art, to combine the references in a manner resulting in the claimed invention. Applicants further submit that the Examiner's stated suggestion or motivation of obviousness is neither suggested by the references themselves nor in the knowledge generally available to one of ordinary skill in the art. For at least these reasons, Applicants respectfully request the allowance of claims 11-17.

A. Benoy

Benoy appears to teach a gaming machine which provides a first method of registering a player to a loyalty program and a second method for tracking player activity. *See Benoy* at column 2, lines 63-65; column 4, lines 48-59. *Benoy* appears to teach these methods as distinct and separate and teaches away from performing the two methods during the same session. *See Benoy* at column 32, lines 7-11. More particularly, it appears that *Benoy* teaches clear and defined parameters for the beginning and ending of the tracking session. *See Benoy* at column 8, lines 1-16.

First, with respect to the method for registering a player to a loyalty program, *Benoy* teaches a loyalty program registration method wherein the player enters personal identification information and loyalty program instrument information to a loyalty program registration interface. *See Benoy* at column 15, lines 52-56; column 16, lines 46-49. This information is sent to a player tracking server along with a registration request, whereupon the player tracking server generates a loyalty program account. *See Benoy* at column 5, lines 35-42. Specifically, *Benoy* teaches the data used to register a player as the player's personal information and pre-existing data **read from** the loyalty program instrument. *See Benoy* at column 15, lines 52-56; column 16, lines 46-49.

With respect to the method for tracking player activity, *Benoy* teaches a player account tracking server "designed 1) **to store** player tracking account information...and 2) **to calculate** player tracking points." *See Benoy* at column 8, lines 49-53 (emphasis added). *Benoy* discloses the player tracking services as designed to "receive certain identification information contained on the card" and, optionally, validating a user identity by means of a PIN code. *See Benoy* at column 10, lines 44-45,63-67; column 30, lines 4-10.

Benoy fails to teach or suggest, *inter alia*, a system comprising an ID generating means for generating an ID uniquely identifying an external memory medium, means for generating an access code corresponding to the ID and visually identifiable to a game player, and data management means for managing the ID and the access code in association with one another, as required by new claim 11. Further, *Benoy* fails to teach or suggest authenticating the game player in accordance with the access code, and upon authentication of the game player, providing the game player with a network service, as also required by claim 11. While the Office Action refers to column 3, lines 3-8 of *Benoy* as disclosing "generating an ID for enrollment in a loyalty program," this does not meet the requirements of claim 11. *See* Office Action at page 3. *Benoy* teaches a loyalty program instrument, such as a magnetic striped card, having a serial number or other identifying information. *See Benoy* at column 3, lines 3-10. *Benoy* discloses the information identifying the loyalty program instrument as "**obtained from the loyalty program instrument such as the serial number from the magnetic striped card.**" *See Benoy* at column 32, lines 39-40 (emphasis added). While *Benoy* does disclose the possibility of recording data onto the magnetic striped card, *Benoy*

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does not teach or suggest an ID generating means for generating an ID uniquely

identifying an external memory medium, as required by claim 11. Nor does *Benoy*

teach or suggest an ID recording means for recording the generated ID in a magnetic

data recording area provided in the external memory medium, as also required by claim

11.

Further, the Office Actions fails to address, in any manner, means for generating

an access code corresponding to the ID and visually identifiable to a game player, as

required by claim 11. See Office Action at pages 3-5. While *Benoy* discloses the **entry**

of a PIN number during the registration process or, alternatively, **sending a PIN**

number to a user at a later date, *Benoy* does not teach or suggest a means for

generating an access code nor does *Benoy* teach or suggest a generated access

code corresponding to the generated ID, where the generated ID uniquely identifies an

external memory medium, as required by claim 11. *See Benoy* at column 33, lines 34-

39; column 35, lines 34-53.

Because *Benoy* at least fails to teach or suggest Applicants' claimed ID

generating means and means for generating an access code, *Benoy* also cannot teach

or suggest Applicants' claimed data management means for managing the ID and the

access code in association with one another. Further, because *Benoy* fails to teach or

suggest the access code, *Benoy* also cannot teach or suggest authenticating the game

player in accordance with the access code and, upon authentication of the game player,

providing the game player with a network service, as also required by claim 11.

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For at least the reasons stated above, Applicants submit that *Benoy* does not teach or suggest all the elements of the Applicants' claim 11. Therefore, independent claim 11 as well as claims 12-17, which depend therefrom, are allowable over *Benoy*.

B. The Combination of *Benoy* and *Beach*

Beach appears to disclose a system which assists in detecting alteration of value documents or transmissions, such as a coin counter voucher. More particularly, *Beach* appears to teach a system and method for detecting voucher counterfeiting, alteration, duplication, fabrication, and the like by including encoded or encrypted voucher information. *See Beach* at column 9, lines 34-39.

Beach does not, *inter alia*, cure the deficiencies of *Benoy* set forth above and the failure of *Benoy* to teach or suggest a system comprising an ID generating means for generating an ID uniquely identifying an external memory medium, means for generating an access code corresponding to the ID and visually identifiable to a game player, and data management means for managing the ID and the access code in association with one another, authenticating the game player in accordance with the access code, and upon authentication of the game player, providing the game player with a network service.

While the Office Action, at pages 4-5, has pointed to "a system that encodes vouchers that are in the form of magnetic cards with time and machine location information" and alleges that this cures the deficiencies of *Benoy*, such is not the case. *Beach* teaches an encryption method wherein the time and machine location are part of the encryption scheme. *See Beach* at column 8, line 66 through column 9, line 32. *Beach* does not teach or suggest generating either an ID or an access code, nor does

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Beach teach a data management means for managing an ID and an access code in association with one another, authenticating the game player in accordance with the access code, and upon authentication of the game player, providing the game player with a network service.

In addition to the failure of *Benoy* and *Beach* to teach or suggest all the claim limitations, either alone or in combination, the Office Action's stated motivation is neither suggested by the references themselves nor in the knowledge generally available to one of ordinary skill in the art. *Benoy* and *Beach* disclose non-analogous inventions intended for entirely different purposes and it would not have been obvious to one of ordinary skill in the art to combine the references. The Office Action's assertion, at page 5, that it would have been obvious to one skilled in the art to "further define the serial number used to encode the cards as taught by Benoy" misrepresents the teachings of *Benoy*. First, *Benoy* does not teach or suggest encoding as the Office Action asserts. Second, the serial number the Office Action states is "used to encode the cards as taught by Benoy," is not encoded on the cards but rather obtained **from** the cards. Therefore, it would not have been obvious to use the encoding taught by *Beach* in the system and method disclosed by *Benoy*.

For at least the reasons stated above, Applicants submit that neither *Benoy,* nor *Beach,* nor the combination of the two teach or suggest all the elements of Applicants' claim 11 nor is there any motivation to combine the references. Thus, Applicants respectfully request allowance of independent claim 11 as well as claims 12-17 which depend therefrom.

IV.   Conclusion

In view of the foregoing amendments and remarks, Applicants respectfully

request reconsideration of this application and the timely allowance of claims 11-17.

Please grant any extensions of time required to enter this response and charge any

additional required fees to our deposit account 06-0916.

Respectfully submitted,

FINNEGAN, HENDERSON, FARABOW,
GARRETT & DUNNER, L.L.P.

By: _____
Richard V. Burgujian
Reg. No. 31,744

Dated: April 25, 2006

Attachment: Replacement Abstract of the Disclosure